

**First Amendment To
Neighborhood Revitalization Loan Pool
Grant Agreement
Between
Howard County, Maryland
and
The Real Estate Charitable Foundation of Maryland**

THIS FIRST AMENDMENT to Neighborhood Revitalization Loan Pool Grant Agreement (this "Amendment") is made effective as of August 8, 2018 by and between **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County"), on behalf of its Department of Housing and Community Development (the "Department") and the **REAL ESTATE CHARITABLE FOUNDATION OF MARYLAND, INC.**, a Maryland nonprofit corporation (the "Grantee"), a supporting organization of the Community Foundation of Howard County, also a Maryland nonprofit corporation ("Cfhoco").

WHEREAS, on May 24, 2017, the parties hereto entered into a Grant Agreement (the "Grant Agreement") wherein the Grantee agreed to administer the REvitalizing Neighborhoods EveryWhere in Howard County (RENEW Howard) program and the accompanying loan loss reserve funds; and,

WHEREAS, the parties desire to amend and modify the Grant Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. That the Grant Agreement dated May 24, 2017 is hereby amended as follows:
2. Section III B of the Grant Agreement is amended as follows:

With the exception of permitted fees outlined in section IV c., the Grant Funds may only be expended to pay 50% of any deficiencies in loan repayments after all collection and foreclosure efforts are exhausted and pursuant to the terms of this Agreement and any related agreement between the Grantee and the County and/or the Grantee and a participating bank (as defined in the NOFA).

3. Section III C 2. of the Grant Agreement is amended as follows:

The Grantee agrees to oversee the Program, in consultation with and pursuant to parameters approved by the Department, which will include among other things, marketing the program and working with lenders and other parties in interest. The parameters of the Program are outlined herein.

4. Section IV c. of the Grant Agreement is deleted in its entirety and the Grant Agreement will be renumbered accordingly.

5. Section VI of the Grant Agreement, second half of first sentence is amended as follows:
... the Grantee shall return to the County the Grant Funds not already expended within sixty (60) days of the date the Agreement expires or is terminated.

Exhibit A Amendments:

1. Section B2 last sentence is amended as follows:

This fund would be available to pay 50% of any actual losses after all collection and foreclosure efforts are exhausted pursuant to the Grant Agreement and other related agreements.

2. Section B3 second sentence is amended as follows:

The nonprofit will also be required to market the program and work with lenders and other parties in interest.

3. Section B4c is deleted in its entirety and the remainder of the Section renumbered accordingly.

4. Section C(b) is amended as follows:

The fund would be available to pay 50% of actual losses after all collection and foreclosure efforts are exhausted pursuant to the grant agreement and related agreements.

Exhibit B Amendments:

1. Section 1 is amended as follows:

An agency fund shall be established with Organization which shall be known as the RENEW Loan Guaranty Fund (the "Fund") for the purpose of having funds available to pay 50% of actual losses after all collections and foreclosure efforts are exhausted pursuant to the grant agreement between the Organization and Howard County and other related agreements.

All other terms, conditions and provisions of the Grant Agreement and shall remain in full force and effect.

This Amendment is effective upon execution by the County (the "Effective Date").

IN WITNESS WHEREOF, the County and the Grantee by their duly authorized representatives have executed this Agreement.

WITNESS:



WITNESS:



Lonnie R. Robbins
Chief Administrative Officer

REAL ESTATE CHARITABLE
FOUNDATION OF MARYLAND, INC.



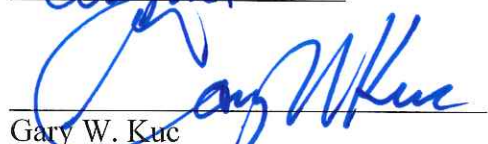
By: Bruce Harvey, Board Chair

HOWARD COUNTY, MARYLAND,
A body corporate and politic

By: 
Allan H. Kittleman
County Executive


Date: 8/6/2018

APPROVED for Legal Form and
Sufficiency this 6th day of
August, 2018.



Gary W. Kuc
County Solicitor

REVIEWING ATTORNEY:



Constance A. Tucker
Principal Counsel

APPROVED for Program Sufficiency by the
Department of Housing and Community Development



Kelly A. Cimino, Director